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TRANSCRIPT OF RECORD.

Cliff

SUPREME COURT OF THE UNITED STATES.

No. 142

THE CITY OF KENOSHA, PLAINTIFF IN ERROR,

vs.

JOSHUA F. LAMSON.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF WISCONSIN.

Smith

SUPREME COURT OF THE UNITED STATES.

No. 352.

THE CITY OF KENOSHA, PLAINTIFF IN ERROR,

vs.

JOSHUA F. LAMSON.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF WISCONSIN.

INDEX.

	Original.	Print.
Præcipe for summons	1	1
Bond for costs	3	1
Summons	5	2
Declaration	6	3
Return to summons	27	81
Affidavit of defence	27	82
Plea	28	82
Stipulation that plaintiff may discontinue as to part	30	83
Discontinuance as to certain counts	31	84
Replication and demurrer	32	84
Trial and verdict	33	85
Motion for new trial	34	85
Motion for new trial overruled and judgment	35	86
First bill of exceptions	37	87
Second bill of exceptions	62	103
Bond for costs on writ of error	63	104
Stipulation that clerk may strike from declaration counts discontinued	65	105
Clerk's certificate	66	105
Writ of error	67	105
Citation and return	68	106

1 Circuit Court of the United States of America for the district of Wisconsin.

UNITED STATES OF AMERICA, *District of Wisconsin, ss:*

At a stated term of the Circuit Court of the United States of America for the district of Wisconsin, begun and held according to law, at the city of Milwaukee, on the second Monday (being the thirteenth day) of April, A. D. 1868. Present: The Honorable Andrew G. Miller, district judge, presiding; Cassius Fairchild, marshal; Edward Kurtz, clerk.

Among other the following proceedings were had, to wit:

JOSHUA F. LAMSON, plaintiff,
vs.
THE CITY OF KENOSHA, defendant. } 210 Law docket B, at law.

Be it remembered that heretofore, to wit, on the 29th day of August, A. D. 1867, came the above-named plaintiff, by his attorney, Mr. Carpenter, and filed his præcipe for a summons against the above-named defendant, as follows, to wit:

Circuit Court of the United States of America for the district of Wisconsin.

Præcipe for summons.

JOSHUA F. LAMSON
vs.
THE CITY OF KENOSHA.

2 Issue a summons in the above-entitled cause of a plea of debt to the plaintiffs, damage one hundred thousand dollars, returnable the 2d Monday of September next ensuing.

M. H. CARPENTER,
Plaintiff's Attorney.

To Edward Kurtz, esq., clerk.

And on the same day filed a bond for costs, as required by the rules of court, as follows, to wit:

3 Know all men by these presents, that we Joshua F. Lamson, by Mat. H. Carpenter, his att'y, as principal, and Matt. H. Carpenter, as surety, are held and firmly bound unto the city of Kenosha in the sum of two hundred dollars, to be paid to the said city of Kenosha or assigns: to which payment well and truly to be made and done we do bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals the 29 day of August, A. D. 18 7.

Whereas an action of debt is about to be commenced, at the suit of Joshua F. Lamson, against said city of Kenosha: Now, therefore, the

condition of this obligation is such, that if the plaintiff will pay all costs that may be awarded against him, not exceeding the aforesaid sum, then this obligation to be void, else valid.

Witness:

[SEAL.] JOSHUA F. LAMSON,
By MAT. H. CARPENTER,
Attorney.

[SEAL.] MAT. H. CARPENTER.

DISTRICT OF WISCONSIN, *ss:*

Mat. H. Carpenter, being sworn, says, that he is worth the sum of five hundred dollars, exclusive of property exempt from execution and his debts.

M. H. CARPENTER.

Subscribed and sworn to before me the 29 day of August, A. D. 1867.

GEO. COGSWELL,
Notary Public in and for the State of Wisconsin, Mil. Co.

Endorsed as follows: This bond approved and filed August 29th, 1867. Edw. Kurtz, clerk.

4 Whereupon a summons issued, as follows, to wit:

5 THE UNITED STATES OF AMERICA, *ss:*

The President of the Un ted States to the marshal of the district of Wisconsin, greeting:

You are hereby commanded to summon the city of Kenosha to appear before the Circuit Court of the United States of America for the district of Wisconsin, in the seventh circuit, at the United States court-room in the city of Milwaukee, on the second Monday of September ensuing, then and there to answer unto Joshua F. Lamson in a plea of debt to his damage one hundred thousand dollars, which shall then and there be made to appear; and of this writ make due return.

Witness the Hon. Salmon P. Chase, Chief Justice of the Supreme Court of the United States, at the city of Milwaukee, in the said district, this twenty-ninth day of August, in the year of our Lord one thousand eight hundred and sixty-seven, and of the independence of the United States the ninety-second.

[SEAL.] EDWARD KURTZ, *Clerk.*
M. H. CARPENTER,
Attorney

And same day, (August 29, 1867,) the plaintiff, by his attorney, filed his declaration, as follows:

6 In Circuit Court of the United States for the district of Wisconsin, of the September term, A. D. 1867.

JOSHUA F. LAMSON
vs.
THE CITY OF KENOSHA.

Joshua F. Lamson, of Boston, in the State of Massachusetts, and a citizen of said State of Massachusetts, plaintiff, by Matt. H. Carpenter, his attorney, complains of the city of Kenosha, a municipal corporation created by and existing under the laws of the State of Wisconsin, in the State of Wisconsin, defendant, served with process of a plea that the defendant render to the plaintiff the sum of twenty-five dollars, which it owes to and unjustly detains from the said plaintiff.

For that whereas the said defendant heretofore, to wit, on the first day of September, A. D. 1857, being thereto by law duly authorized, made, executed and delivered to Josiah Bond, its bonds, under its seal, signed by its mayor and clerk, two hundred in number, in sums of five hundred dollars each, numbered from No. 1 to No. 200, inclusive, each for the sum of five hundred dollars, dated the day and year last aforesaid, a copy of each of said bonds or writings obligatory, except the number thereof, with coupons thereto attached, is hereto attached, and marked exhibit No. 1; that all of said bonds were of like tenor and effect, except the numbers thereof varying as aforesaid, and that the said defendant immediately thereafter delivered said bonds, in all amounting to the sum of one hundred thousand dollars, to said Josiah Bond, in aid of the construction of the railroad of a corporation then known by the name of the Kenosha and Rockford Railroad Company, which railroad ran in and through the city of Kenosha, and from thence westward in said State of Wisconsin; and that said last-named company thereafter, with the knowledge and consent of the defendant, sold and disposed of said bonds, with the coupons thereto attached to bona fide holders, and the same have since passed from hand to hand in the stock markets of the United States, like other negotiable securities, so that the said plaintiff cannot produce any one of said bonds here to said court; and the legislature of the State of Wisconsin, by an act entitled "An act to amend the chapter [charter] of the city of Kenosha," approved March 17, A. D. 1859, ratified the said bonds; that in and by one of said bonds or writings obligatory, No. 167 the said defendant acknowledged itself justly indebted to the said Josiah Bond or bearer, and for value received promised to pay him or bearer, in twenty years from the date thereof, at the People's Bank, in the city of New York, the sum of five hundred dollars, with interest at the rate of ten per cent. per annum, payable semi-annually upon presentation of the proper coupons at the said People's Bank for the said interest;

condition of this obligation is such, that if the plaintiff will pay all costs that may be awarded against him, not exceeding the aforesaid sum, then this obligation to be void, else valid.

Witness:

[SEAL.] JOSHUA F. LAMSON,
By MAT. H. CARPENTER,
Attorney.

[SEAL.] MAT. H. CARPENTER.

DISTRICT OF WISCONSIN, *ss:*

Mat. H. Carpenter, being sworn, says, that he is worth the sum of five hundred dollars, exclusive of property exempt from execution and his debts.

M. H. CARPENTER.

Subscribed and sworn to before me the 29 day of August, A. D. 1867.

GEO. COGSWELL,
Notary Public in and for the State of Wisconsin, Mil. Co.

Endorsed as follows: This bond approved and filed August 29th, 1867. Edw. Kurtz, clerk.

4 Whereupon a summons issued, as follows, to wit:

5 THE UNITED STATES OF AMERICA, *ss:*

The President of the Un ted States to the marshal of the district of Wisconsin, greeting:

You are hereby commanded to summon the city of Kenosha to appear before the Circuit Court of the United States of America for the district of Wisconsin, in the seventh circuit, at the United States court-room in the city of Milwaukee, on the second Monday of September ensuing, then and there to answer unto Joshua F. Lamson in a plea of debt to his damage one hundred thousand dollars, which shall then and there be made to appear; and of this writ make due return.

Witness the Hon. Salmon P. Chase, Chief Justice of the Supreme Court of the United States, at the city of Milwaukee, in the said district, this twenty-ninth day of August, in the year of our Lord one thousand eight hundred and sixty-seven, and of the independence of the United States the ninety-second.

[SEAL.] EDWARD KURTZ, *Clerk.*
M. H. CARPENTER,
Attorney

And same day, (August 29, 1867,) the plaintiff, by his attorney, filed his declaration, as follows:

6 In Circuit Court of the United States for the district of Wisconsin, of the September term, A. D. 1867.

JOSHUA F. LAMSON
vs.
THE CITY OF KENOSHA.

Joshua F. Lamson, of Boston, in the State of Massachusetts, and a citizen of said State of Massachusetts, plaintiff, by Matt. H. Carpenter, his attorney, complains of the city of Kenosha, a municipal corporation created by and existing under the laws of the State of Wisconsin, in the State of Wisconsin, defendant, served with process of a plea that the defendant render to the plaintiff the sum of twenty-five dollars, which it owes to and unjustly detains from the said plaintiff.

For that whereas the said defendant heretofore, to wit, on the first day of September, A. D. 1857, being thereto by law duly authorized, made, executed and delivered to Josiah Bond, its bonds, under its seal, signed by its mayor and clerk, two hundred in number, in sums of five hundred dollars each, numbered from No. 1 to No. 200, inclusive, each for the sum of five hundred dollars, dated the day and year last aforesaid, a copy of each of said bonds or writings obligatory, except the number thereof, with coupons thereto attached, is hereto attached, and marked exhibit No. 1; that all of said bonds were of like tenor and effect, except the numbers thereof varying as aforesaid, and that the said defendant immediately thereafter delivered said bonds, in all amounting to the sum of one hundred thousand dollars, to said Josiah Bond, in aid of the construction of the railroad of a corporation then known by the name of the Kenosha and Rockford Railroad Company, which railroad ran in and through the city of Kenosha, and from thence westward in said State of Wisconsin; and that said last-named company thereafter, with the knowledge and consent of the defendant, sold and disposed of said bonds, with the coupons thereto attached to bona fide holders, and the same have since passed from hand to hand in the stock markets of the United States, like other negotiable securities, so that the said plaintiff cannot produce any one of said bonds here to said court; and the legislature of the State of Wisconsin, by an act entitled "An act to amend the chapter [charter] of the city of Kenosha," approved March 17, A. D. 1859, ratified the said bonds; that in and by one of said bonds or writings obligatory, No. 167 the said defendant acknowledged itself justly indebted to the said Josiah Bond or bearer, and for value received promised to pay him or bearer, in twenty years from the date thereof, at the People's Bank, in the city of New York, the sum of five hundred dollars, with interest at the rate of ten per cent. per annum, payable semi-annually upon presentation of the proper coupons at the said People's Bank for the said interest;

for the just and true payment of the said sum of five hundred dollars, and the interest thereon as aforesaid, to the said Josiah Bond or bearer, the faith of the said defendant was thereby irrevocably pledged; and the said bond or writing obligatory was duly certified in said bond by Geo. H. Paul, mayor, and H. T. West, clerk of the said defendant, under the corporate seal of the said defendant, to be issued in pursuance of an act of the legislature of the State of Wisconsin, and also in pursuance of a vote of the freeholders of the city of Kenosha, taken for that purpose, after due notice given, authorizing a loan of one hundred thousand dollars, in aid of the Kenosha and Rockford Railroad Company; and whereas the interest upon said sum of five hundred dollars, which the said defendant in and by the said last-named writing obligatory agreed to pay on the first day of September, A. D. 1864, the said defendant hath never paid, although often requested, but hath hitherto wholly neglected and refused, and still doth refuse to pay the same or any part thereof; and the coupon attached to said bond for the neglect and amount of said interest which became due and payable at the time last aforesaid, the defendant hath never paid, but the same is now owned and held by the said plaintiff, and the said plaintiff brings the same into court here to be cancelled.

7 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 48, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 48, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to

owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of September, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 180, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereunto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 180, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of September, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do;

and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 29, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 29, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of September, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the

said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 1, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 1, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of September, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 2, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory par-

ticularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 2, (a copy of which last-named bond, with interest warrants theroto attached, except the number theroof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of September, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

8 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas, in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 25, (a copy of which last-named bond, with interest warrant thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by

said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas, in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 25, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of September, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 32, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 32, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and

marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of September, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first court of this declaration, viz., bond numbered 28, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of September, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 28, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate, and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest

payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 85, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of September, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declarrtion, viz., bond numbered 85, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 24, (a copy of which last-named bond with interest warrants

thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 24, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of September, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

9 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declation, viz., bond numbered 38, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five

dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 38, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1.) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of September, A. D. 1861, (being the sum of twenty-five dollars last above demanded.) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 26, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of

the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 26, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time with interest at the same rate, and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of September, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 179, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of September, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 179, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and

payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 177, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 177, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said

defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 174. (a copy of which last-named bond, with interest warrants thereto attached. except the number thereof, is hereto attached. and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 174, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration,

viz., bond numbered 27, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 27, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of March, A. D. 1861, (being the sum of twenty five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 127, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in

and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant has never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 127, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant, in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz , bond numbered 30, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant has never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 30, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded.) but has wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 176, (a copy of which last named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 176, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself

to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded.) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 126, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said waiting obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 126, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do;

and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

11 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 86, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 86, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned

and described in the first count of this declaration, viz., bond numbered 33, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 33, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 82, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last named writing obligatory agreed to pay on the first day of Sept., A.

D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 82, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 178, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned

and described in the first count of this declaration, viz., bond numbered 178, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 98, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last named writing obligatory agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 98, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A.

D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

12 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 99, (a copy of which last named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last named writing obligatory agreed to pay on the first day of Sept. A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 99, (a copy of which last named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last named writing obligatory agreed to pay on the 1st day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of

the United States, which it owes to and unjustly detains from the said plaintiff; (for that whereas in by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 81, (a copy of which last named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last named writing obligatory, agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 81, (a copy of which last named bond, with interest warrants thereto attached, except the number thereof, is hereby attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time with interest at the same rate, and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count, and for that the said defendant hath never paid the said interest which said defendant in and by said last named writing obligatory, agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 41, (a copy of which last named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and

payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last named writing obligatory, agreed to pay on the first day of Sept. A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz: bond numbered 41, (a copy of which last named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars, last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 40, (a copy of which last named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last named writing obligatory agreed to pay on the 1st day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last named bond for the amount of interest payable at the time last aforesaid, the said

defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 40, (a copy of which last named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last named writing obligatory, agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 39, (a copy of which last named bond, with interest warrants thereto attached, except the number thereof, is hereby attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time with interest at the same rate, and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last named writing obligatory, agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond

numbered 39, (a copy of which last named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last named writing obligatory, agreed to pay on the first day of March, A. D. 1861. (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

13 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 97, (a copy of which last-named bond, with interest warrants thereto attachad, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars at the same time, with interest at the same rate and payable at the same times as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory, agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 97, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay the same company the sum of five hundred dollars at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant, in and by said last-

named writing obligatory, agreed to pay on the 1st day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do, and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 166, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay the same company the sum of five hundred dollars at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant, in and by said last-named writing obligatory, agreed to pay on the 1st day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 166, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant, in and by said last-named writing obligatory, agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said

plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 132, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant, in and by said last-named writing obligatory, agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 132, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars at the same time, with interest at the same rates and payable at the same times. as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant, in and by said last-named writing obligatory, agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 75, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked Exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant, in and by said last-

named writing obligatory, agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 75, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant, in and by said last-named writing obligatory, agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 131, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant, in and by said last-named writing obligatory, agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said

plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 131, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant, in and by said last-named writing obligatory, agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into conrt here to be cancelled.

14 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds, mentioned and described in the first count of this declaration, viz., bond numbered 76, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count, and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 76, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the

said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of March, A. D. 1861, being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 129, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory, agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 129, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory, agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the

said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 167, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last named writing obligatory, agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 167, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory, agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 130, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars at the same time, with interest at the same rate and payable

at the same times, as in and by said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory, agreed to pay on the 1st day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 130, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory, agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 185, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereby attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory, agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 185, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory, agreed to pay on the first day of March, A. D. 1861,) being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

15 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 91, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of September, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz.. bond numbered 91, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred

dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last named writing obligatory agreed to pay on the 1st day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 186, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 186, (copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said

defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 181, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 181, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1861, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 38, (a copy of which last-named bond with interest war-

rants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

Ahd also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 28, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 32, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first

day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 86, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No.,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

16 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and justly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 82, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agree to pay the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of

the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 180, (a copy of which last-named bond with interest warrants thereto attached except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 126, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 48, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknoweledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, partic-

ularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United Statos, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 25, (a copy of which last-named bond with interest warrants thereto attached, except the number hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 26, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same compay the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 24, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 85, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860,) being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 177, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself

to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States. which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 27, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

17 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 81, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last-above demanded,) but hath wholly neglected and refused so to do;

and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be concelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 179, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of Sept., A. D. 1860, (being the sum of twenty-five dollars last-above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff bring the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 39, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last-above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond num-

bered 40, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last-above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be concelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 174, (a copy of which last-named bond with interest warrants thereto attached. except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last-above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz, bond numbered 178, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last-above demanded,)

but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 30, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of Sept., A. D. 1860, (being the sum of twenty-five dollars last-above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 33, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept.. A. D. 1860, (being the sum of twenty-five dollars last-above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond num-

bered 41, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last-above demanded, but hath wholly neglected and refused so to do; and that the interes) warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 176, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last-above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesuid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

18 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 29, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count, and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dol-

lars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 82, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest waraant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 126, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant asknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath nover paid the same interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at tha time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of

the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 85, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 174, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 40, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and

payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 41, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 39, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said de-

fendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 38, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 33, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

19 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 179, (a copy of which last-named bond with in-

terest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 81, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 178, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest

warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 177, (a copy of which last-named bond with interest warrants thereto attached. except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 27, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the same time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendaut render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 29, (a copy of which last-named bond with interest warrants

thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 30, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day March, A D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 181, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest

warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 181, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 26, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 25, (a copy of which last-named bond,

with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 24, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same time, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of March, A. D., 1860, being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 48, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first

day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 32, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do, and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 28, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the

said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 86, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 180, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of March, A. D. 1860, (being the sum of twenty-five dollars last-above demanded, but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 176, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hun-

dred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count: and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory ageed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numberd 186, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last-above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 186, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same time, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last-above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for

the amount of interest payable at the time last aforesaid the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

21 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 185; (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 131, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by the said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond num-

bered 129, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 130, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 185, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,),

but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of the declaration, viz., bond numbered 76, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 131, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate, and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded, but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond num-

bered 166, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 129, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 76, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the same writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,)

but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

22 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 91, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by the said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 130, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned

and described in the first count of this declaration, viz., bond numbered 167, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz , bond numbered 132, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate, and payable at the same times as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 166, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860,

(being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjusly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 75, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1.) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 75, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant, in and by said last-named writing obligatory agreed to pay on the 1st day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned

and described in the first count of this declaration, viz., bond numbered 91, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory, agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 167, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate, and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars, last-above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 132, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached, and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest which said defendant, in and by said last-named writing obligatory, agreed to pay on the first day of Sept.,

A. D. 1860, (being the sum of twenty-five dollars, last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

23 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 2, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate, and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 127, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said

plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 1, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 99, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 97, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-

named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 98, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of March, A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 1, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said

plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 2, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 99, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 98, (a copy of which last-named bond, with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-

named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

24 And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 97, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the 1st day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

And also in a further plea, that the said defendant render to the said plaintiff the other sum of twenty-five dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the first count of this declaration, viz., bond numbered 127, (a copy of which last-named bond with interest warrants thereto attached, except the number thereof, is hereto attached and marked exhibit No. 1,) the said defendant acknowledged itself to owe and agreed to pay to the same company the sum of five hundred dollars, at the same time, with interest at the same rate and payable at the same times, as in and by the said writing obligatory, particularly mentioned in said first count; and for that the said defendant hath never paid the said interest, which said defendant in and by said last-named writing obligatory agreed to pay on the first day of Sept., A. D. 1860, (being the sum of twenty-five dollars last above demanded,) but hath wholly neglected and refused so to do; and that the interest warrant attached to said last-named bond for the amount of interest payable at the time last aforesaid, the said defendant hath never paid, but the same is now held and owned by said plaintiff, and the plaintiff brings the same into court here to be cancelled.

Yet the said defendant hath not paid said several sums, or any thereof, or any part thereof, but so to do neglects and refuses,

although often requested, to the damage of the plaintiff one hundred thousand dollars, to recover which, with just costs, he brings suit.

MATT. H. CARPENTER,
Attorney for Plaintiff.

25 STATE OF WISCONSIN, UNITED STATES OF AMERICA.

$500 *Bond of the city of Kenosha, No.* . Loan $100,000.

Issued according to law to the Kenosha and Rockford Railroad Company, to aid in the construction of their railroad.

The city of Kenosha, Wisconsin, hereby acknowledges itself justly indebted to Josiah Bond, or bearer, and for value received, promises to pay to him, or bearer, twenty years from the date hereof, at the People's Bank, in the city of New York, the sum of five hundred dollars, with interest at the rate of ten per cent, per annum, payable semi-annually, upon presentation of the proper coupons, at the said People's Bank, for said interest. For the just and true payment of the said sum of five hundred dollars, and the inerest thereon, as herein set forth, to the said Josiah Bond, or bearer, the faith of the said city of Kenosha is hereby irrevocably pledged.

This bond is hereby certified to be issued in pursuance of an act of the legislature of the State of Wisconsin, passed at a session thereof in the year 1857, approved March 2, 1857, giving the city of Kenosha authority to loan it credit for the purposes therein specified, and also in pursuance of a vote of the freeholders of the city of Kenosha, taken for that purpose, after due notice given, authorizing a loan of $100,000 in aid of the Kenosha and Rockford Railroad Company.

In witness whereof, I, the mayor of Kenosha, have hereto subscribed my name, and affixed the seal of the said city of Kenosha, at the city of Kenosha, Wisconsin, this first day of September, A. D. 1857.

[SEAL.]

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1877, at the People's Bank, in the city of New York, on the presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1876, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1874, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor*.
H. T. WEST, *Clerk*.

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1873, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor*.
H. T. WEST, *Clerk*.

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1871, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor*.
H. T. WEST, *Clerk*.

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1870, at the People's Bank, in the city of New York, on the presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor*.
H. T. WEST, *Clerk*.

$25 The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1868, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor*.
H. T. WEST, *Clerk*.

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1867, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor*.
H. T. WEST, *Clerk*.

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1865, at the People's Bank,

in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor*.
H. T. WEST, *Clerk*.

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1864, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor*.
H. T. WEST, *Clerk*.

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1877, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor*.
H. T. WEST, *Clerk*.

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1875, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of the said city, numbered , dated this first day of September, 1857.

GEO. H. PAUL, *Mayor*.
H. T. WEST, *Clerk*.

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1874, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor*.
H. T. WEST, *Clerk*.

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1872, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor*.
H. T. WEST, *Clerk*.

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1871, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor*.
H. T. WEST, *Clerk*.

$25 The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1869, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1868, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on tho bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1866, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1865, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars on the first day of September, 1863, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars on the first day of September, 1876, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1875, at the People's Bank, in the

city of New York, on the presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars on the first day of September, 1873, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1872, at the People's Bank, in the city of New York, on the presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars on the first day of September, 1870, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1869, at the People's Bank, in the city of New York, on the presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars on the first day of September, 1867, at the People's Bank in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this first day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1866, at the People's Bank, in the city of New York, on the presentation of this coupon, being the in-

terest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars on the first day of September, 1864, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1863, at the People's Bank, in the city of New York, on the presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

26 $25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1862, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1861, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1859, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1862, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The City of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1860, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due on that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1859, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars on the first day of September, 1861, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1860, at the People's Bank, in the city of New York, an the presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

27 *Return to summons.*

Summons returned: "Served on the within named the city of Kenosha, by showing this summons to Milton H. Pettit, mayor, and Cyrus B. Lewis, clerk of the city of Kenosha, and delivering to each a true and attested copy thereof, this 29th day of August, 1867.

CASSIUS FAIRCHILD, *Marshal.*
By WALLACE MYGATT, *Deputy.*"

Fees, $7 05.

OCTOBER 7, 1867.

This day came the defendant, by its attorneys, Messrs. John W. and A. L. Cary, and filed its pleas and affidavit of merits.

And said affidavit is as follows:

Circuit Court of the United States for the district of Wisconsin.

Affidavit of defence.

THE CITY OF KENOSHA
ads.
JOSHUA F. LAMSON.

STATE OF WISCONSIN, *County of Kenosha, ss:*

G. T. Van Arsdale, being duly sworn, deposes and says, that the defendant in the above-entitled suit is a municipal corporation; that he is a member of the common council of said defendant, and as such has charge of the defence of this suit; that he verily believes said defendant has a good and substantial defence to the whole of the plaintiff's demands in this suit.

G. T. VAN ARSDALE.

Sworn to before me this 4th day of October, 1867.

A. G. COLE,
Justice of the Peace.

OCTOBER 18, 1867.

28 This day came defendant's attorneys and filed plea instead of former plea withdrawn, as per stipulation of pl'ff's att'y endorsed thereon. And said plea is as follows:

Circuit Court of the United States for the district of Wisconsin.

Plea.—1st suit.

THE CITY OF KENOSHA
ads.
JOSHUA F. LAMSON.

And the said defendant, by John W. & A. L. Cary, its attorneys, comes and defends the wrong and injury, when, &c., and says that it does not owe the several sums of money in the said declaration mentioned, or any or either of them, or any part thereof, in manner and form as the said plaintiff hath above thereof complained against it; and of this the said defendant puts himself upon the country, &c.

And for a further plea in this behalf, by leave of the court here in that behalf first had and obtained, the said defendant says, that it ought not be charged with the said debt by virtue of the supposed coupons or instruments in writing in the said declaration mentioned, because it says that the several supposed bonds in the said declaration mentioned, and whereof the said several sums of money in the said several supposed coupons or instruments in writing in the said declaration mentioned, are interest, are not nor is any or
29 either of them the deed of said defendant, and of this the said defendant puts itself upon the country, &c.

And for a further plea in this behalf, by leave of the court, here in that behalf first had and obtained, the said defendant says, that as to the 13, 26, 39, 52, 65, 78, 91, 104, 117, 130, 143, 156, 169, 182, 194, 208, 221, 234, 247, 260, 273, 286, 299, 312, 325, 338, 351, 364, 367, 390, 403, 416, 429, 442, 455, 468, 481, 494, 508, 521, 534, 547, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 474, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 338, 639, 640, 641, 642, 643, 644, 645 and 646 counts in the said declaration contained, the said plaintiff ought not to have or maintain his aforesaid action thereof against the said defendant, because it says that the said several supposed causes of action in the said several counts of the said declaration mentioned, did not, nor did any or either of them, accrue to the said plaintiff, at any time within the six years next before the commencement of this suit in manner and form as the said plaintiff hath above thereof complained against it the said defendant, and this, the said defendant is ready to verify.

Wherefore, it prays judgment if, as to the said several counts above mentioned, the said plaintiff ought to have or maintain his aforesaid action thereof against it, &c.

JOHN W. & A. L. CARY,
Defendant's Att'ys.

I certify that in my opinion the foregoing special pleas are well founded.

ALFRED L. CARY,
Of Counsel for Defendant.

Endorsed as follows:

I hereby stipulate that the plea now on file in this suit may be withdrawn, and that the within plea may be filed instead thereof, and stand as the plea of the defendant in this suit.

October 17th, 1867.

M. H. CARPENTER,
Att'y for Pl'ff.

OCTOBER 22, 1867.

This day came the plaintiff, by his attorney, and filed stipulation of def'ts att'ys as follows, to wit:

Circuit Court of the United States for the district of Wisconsin.

Stipulation that pl'ff may discontinue as to part.

JOSHUA F. LAMSON
vs.
THE CITY OF KENOSHA. } Præcipe, August 29, 1867.

In this cause, we stipulate that the plaintiff may this day file in said cause a discontinuance as to any counts of the declara-

tion in this cause he may see fit. And that thereupon said action shall be deemed as discontinued as to such counts.

Dated October 21, 1867.

J. W. & A. L. CARY,
Def'ts' Attys.

And thereupon the plaintiff filed his discontinuance as to all the counts in his declaration founded on interest which matured in the years 1862, 1863, 1864, 1865, 1866 and 1867, as follows, to wit:

Circuit Court of the United States for the district of Wisconsin.

Discontinuance as to certain counts.

JOSHUA F. LAMSON
vs.
THE CITY OF KENOSHA. } Præcipe, Aug't 29, 1867.

Here in court comes the plaintiff, and files the stipulation of the defendant in said action, and thereupon discontinues all the counts in his said plaintiff's, declaration in this cause founded on interest which matured, or coupons which matured, in the years 1862, 1863, 1864, 1865, 1866 and 1867, mentioned in said declaration, that is, he discontinues as to everything except the interest maturing
32 in the years 1860 and 1861, as set forth in said declaration.

Dated October 22, 1867.

MATT. H. CARPENTER,
Attorney for Plaintiff.

And same day, the plaintiff, by his attorney, filed his replication and demurrer, as follows:

Circuit Court of the United States for the district of Wisconsin.

Replication and demurrer.

JOSHUA F. LAMSON
vs.
THE CITY OF KENOSHA. } Præcipe. August 29, 1869.

Here in court comes the said plaintiff, by his said attorney, and as to the pleas of the said defendant firstly and secondly above pleaded, and whereof the said defendant hath put itself upon the country for trial, doth the like, &c.

And as to the plea of the said defendant thirdly above pleaded, the said plaintiff saith, that the same, and the matters therein contained, in manner and form as the same are above pleaded and set forth are not sufficient in law to bar or preclude him, the said plaintiff, from having or maintaining his aforesaid action thereof against the said defendant, and that he, the said plaintiff, is not bound by law to answer the same. And this he, the said plaintiff, is ready to verify.

33 Wherefore, by reason of the insufficiency of the said plea in this behalf, the said plaintiff prays judgment and his debt as aforesaid, together with his damages by him sustained on occasion of the detention thereof to be adjudged to him, &c.

MATT. H. CARPENTER.
Plaintiff's Atty.

I hereby certify that in my opinion the above demurrer is well founded in point of law.

MATT. H. CARPENTER,
Atty, &c.

Endorsed as follows:
Copy of within served on us this 22d day of October, 1867.
JOHN W. & A. L. CARY,
Att'ys for Def't.

And afterwards, to wit, at a stated term of said court, begun and held according to law at the city of Madison in the district of Wisconsin, on the first Monday of January, A. D. 1868; and on the eighth day of January, A. D. 1868, present the Hon. Andrew Miller, district judge, presiding, the followings proceedings were had, to wit:

Trial.

JOSHUA F. LAMSON
v.
THE CITY OF KENOSHA. } At law.

34 This day came the parties by their counsel, and the defendant's counsel withdrew his plea of non est factum, and the demurrer of the plaintiff to the defendant's third plea being submitted, it is ordered by the court that the said demurrer be and hereby is sustained.

And the remaining issue herein came on to be tried. Whereupon a jury was called by the same, who came to wit: Allen Taylor, Gardner C. Meigs, John Gleirsner, Guy Wheeler, Frank Larkin, Daniel Mowe, George H. Slaughter, Eleazer Grover, Charles L. Sargeant, Stephen V. R. Ableman, Jacob West and John McNulty jr., twelve free, honest and lawful men of the district, who were severally sworn and empannelled.

And the jurors of the jury aforesaid, being charged by the court on their said oaths, respectively do say that the defendant does owe and is indebted to the plaintiff four thousand three hundred dollars.

And came the defendant's counsel, and move the court for a new trial for reasons filed as follows, to wit:

Circuit Court U. S., district of Wisconsin.

Motion for new trial, &c.

THE CITY OF KENOSHA
ads.
JOSHUA F. LAMSON.

And now comes the said city of Kenosha, by John W. & L. Cary, his attorneys, and moves the court now here to set aside the verdict, and for a new trial in this cause, and for reasons assigns the
35 following:

1st. Because there was no proof to support the declaration.

2nd. Because there was no authority in the city of Kenosha to issue such bonds.

3rd. Because said verdict is contrary to the law and evidence.

JOHN W. & A. L. CARY,
Deft's Att'ys.

And now at this same term, to wit, April term, A. D. 1868, and on the tenth day thereof, to wit, on the 27th day of April, A. D. 1868, the following proceedings were had, to wit:

Motion for new trial overruled, and judgment.

JOSHUA F. LAMSON
vs.
THE CITY OF KENOSHA. } At law.

This day came the parties by their counsel, and the motion of defendant for a new trial being argued, it is ordered by the court that the said motion be and hereby is overruled.

And it is considered and adjudged by this court now here, that the said plaintiff do have and recover of the said defendant, the
36 city of Kenosha, the sum of four thousand three hundred dollars, debt, so found by the jury, together with forty-three dollars and eighty-five cents, his costs about his said suit in this behalf by him expended, and that he have execution therefor.

Judgment roll signed April 27th, 1868.

EDWARD KURTZ, *Clerk.*

Debt	$4,300 00
Costs	43 85
	$4,343 85

Judgment roll filed April 27th, A. D. 1868, at five o'clock, p. m.

EDWARD KURTZ, *Clerk.*

MAY 18, 1868.

Defendant's bill of exceptions signed and filed as follows, to wit:

37 Circuit Court of the United States for the District of Wisconsin.

1st bill of exceptions.

JOSHUA F. LAMSON
vs.
THE CITY OF KENOSHA. } Debt.

Afterwards, to wit, at the January term of said court, begun and held at the capitol, in the city of Madison, in said district of Wisconsin, on the first Monday of January, A. D. 1868, the issue so as aforesaid joined came on to be tried before the Honorable Andrew G. Miller, district judge of said district, presiding, Matthew H. Carpenter, esq., appeared as counsel for the plaintiff, and John W. Cary, esq., for the defendant; and a jury was duly chosen, empannelled, tried and sworn, and the said plaintiff's counsel, to maintain the issue on his part, offered to read in evidence certain chapters of the private and local laws and general laws of the State of Wisconsin, as follows, to wit: chapter 60 of the private and local laws of the year 1853; chapter 22, 133 and 138 of the private and local laws of the year 1857; chapter 148 of the private and local laws of the year 1859; chapter 152 of the private and local laws of the year 1862; and chapter 114 of the general laws of the year 1863;

38 to the reading of which and to each and every one of said acts the said defendant's counsel did then and there object, which objection was overruled by the court, and the said defendant's counsel then and there excepted to said ruling and decision. The said plaintiff's counsel then read in evidence from said several chapters as follows, to wit: chapter 60 of the private and local laws of the State of Wisconsin for the year 1853, approved March 4, 1853, is entitled "An act to incorporate the Kenosha and Beloit Railroad Company," and is in the usual form of railroad charters and authorizes the building of a railroad from the city of Kenosha to the city of Beloit in the State of Wisconsin.

Chapter 22 of the private and local laws of the State of Wisconsin for the year 1857, approved February 14, 1857, is entitled "An act to amend an act entitled 'An act to incorporate the Kenosha and Beloit Railroad Company,'" and changes the corporate name to that of "The Kenosha and Rockford Railroad Company," and also authorizes a change of route.

Chapter 133 of the private and local laws of the State of Wisconsin for the year 1857, approved March 2, 1857, is entitled "An act to consolidate and amend the act to incorporate the city of Kenosha and the several acts amendatory thereof."

Section 4 of chapter 6 of said chapter 133, is as follows, to wit: "For any purpose, aside from what is otherwise specifically

39 provided for in this charter, the common council shall have power to levy and collect special taxes, in the same manner that other taxes are levied and collected, and such special taxes may be levied upon such real or personal estate in the city as the council may determine; or the common council may borrow, on the corporate credit of the city, any sum of money, for any term of time, at any rate of interest, and payable at any place deemed expedient, issuing bonds or script therefor; provided that no such tax shall be levied, or money borrowed except as shall be provided by ordinance, which ordinance shall in each case specify the amount of such tax or loan, and all other essential particulars relating thereto, and be approved by a majority of the voters of the city, possessed of a freehold estate, or occupying lots upon which they pay taxes, voting at a special election, which may be called for that purpose."

"Chapter 12 of said chapter 133 is as follows, to wit:

"*Of railroad commissioners.*

"Sec. 1. The railroad commissioner shall be ex-officio a member of the board of directors of the Kenosha and Beloit Railroad Company, with all the duties, responsibilities and powers incident to the office of directors under the charter of said railroad company.

"Sec. 2. It shall be the duty of said commissioner to attend
40 to all meetings of the stockholders of the Kenosha Railroad Company, and to vote in person the same as any individual stockholder in all shares of stock held by the city of Kenosha in the stock of said company.

"Sec. 3. The railroad commissioner shall have generally the charge and control of all interest the city of Kenosha now has or may hereafter have in the Kenosha and Beloit railroad. He shall receive all funds paid into the hands of the city treasurer on account of the tax for the benefit of the Kenosha and Beloit Railroad Company, and shall hereafter redeem all scrip which has been issued to said railroad company as the same becomes due, making such provisions therefor, or reccommending such measures to the common council as he may deem necessary for the protection and benefit of the taxpayers of the city."

Chapter 138 of the private and local laws of the State of Wisconsin for the year 1857, approved March 2, 1857, is entitled "An act to authorize the Kenosha and Rockford Railroad Company in this State, and the Kenosha and Rockford Railroad Company in the State of Illinois, to consolidate."

Chapter 148 of the private and local laws of the State of Wisconsin for the year 1859, approved March 17, 1859, is entitled "An act to amend the charter of the city of Kenosha," and is as follows, to wit:

41 "The people of the State of Wisconsin, represented in senate and assembly, do enact as follows:

"Section 1. The common bouncil of the city of Kenosha shall have generally the charge and control of all interest the city of Kenosha now has or may hereafter have in the Kenosha, Rockford and Rock Island Railroad.

"Section 2. The city council shall from time to time, appoint some suitable person to represent the interest of said city in said railroad, who shall hold his office at the pleasure of the council, and at such compensation as they may prescribe, and such person being duly appointed, shall be ex officio a member of the board of directors of the Kenosha, Rockford and Rock Island Railroad Company, with all the duties, responsibilities and powers incident to the office of a director under the charter of said railroad company; he shall attend all meetings of the stockholders of the Kenosha, Rockford and Rock Island Railroad Company, and vote in person, the same as any individual stockholder, on all shares of stock held by the city of Kenosha in the stock of said company; and shall when required make such communications and reccommendations to the common council, relative to the affairs of said railroad company as the interest of said city shall warrant, and as shall innure to the benefit of the tax-payers of said city.

"Section 3. Chapter 12 of the city charter of the city of
42 Kenosha together with any and all provisions in said charter providing for the election of a railroad commissioner, or conflicting with the provisions of this act, embraced in "An act to consolidate and amend the act to incorporate the city of Kenosha, and the several acts amendatory thereof," approved March 2d, 1857, are hereby repealed.

"S. 4. This act shall take effect and be in force from and after the passage.

Chapter 151 of the private and local laws of the State of Wisconsin for the year 1862, approved March 27, 1862, is entitled "An act to enable the city of Kenosha, to readjust and arrange its indebtedness," and is as follows, to wit:

"The people of the State of Wisconsin, represented in senate and assembly, do enact as follows:

"Section 1. The city of Kenosha is hereby authorized to issue new bonds in exchange for the bonds and script heretofore issued by said city, now outstanding and unredeemed, or for the judgments heretofore rendered thereon; for the purpose of compromising the indebtedness of said city on such terms as may be agreed upon between the city and the holders of said bonds.

"Section 2. The bonds authorised to be issued by virtue of this act shall bear date the first day of January, A. D. 1862, shall be in such
43 forms, contain such stipulation and conditions, for such sums each, made payable where, on such time not exceeding thirty years, at such rate of interest, not exceeding five per cent. per annum, and for such amounts, not exceeding fifty per cent. of the indebtedness of said city on the first day of January, A. D. 1862, as may be agreed upon between the city and the holders of said bonds. All agreements authorized by this act, made between the city and

bond holders, and the issuing of the new bonds shall be carried into effect by the adoption of ordinances by the city council.

"Section 3. All taxes to be raised for the payment of the principal and interest of the bonds issued by virtue of this act shall be levied upon and collected from the real estate in said city, in the manner hereinafter provided,

"Section 4. At the annual election of the city officers, held on the first Teusday in April, A. D. 1862, then shall be chosen by ballot four commissioners, one residing in each ward of said city, and being freeholders, who shall within sixty days after the election, make a new assessment of all the real estate within the limits of said city, and of such portion of the town of Pleasant Prairie formerly being within the limits of said city, as is liable for the payment of the indebtedness of said city, provided, that in case the ordinance as hereinafter provided, shall not, by the first Teusday in April, be ratified
44 by the voters of said city, then such election shall take place at any time thereafter, when directed by the common council. Such election shall be conducted in all respects like the election for city officers, as provided by chapter three of the city charter. Said four commissioners shall within sixty days after their appointment, make an assessment of all the real estate aforesaid, which assessment shall be taken as a basis and used for the purpose of levying and collecting all taxes to be raised for the payment of both the principal and interest of the bonds authorized by this act, provided said assessment shall first be corrected and equalized by the commissioners aforesaid, acting with four additional freeholders, to be appointed by the common council, as a board of equalization, in the same manner as now provided by law for the equalization of other assessments, and shall thereafter be irrevocable, except for the correction of errors in the description of property or the omission of taxable property that should be upon the assessment roll, which the city council are authorized to correct whenever discovered. After the correction and equalization of said assessment, it shall be recorded in a book kept for that purpose, which shall show the names of the owners of each subdivision of property in the city and its appraized [appraised] value and shall also show the amount of the apportionment
45 which each piece of property is liable to pay on account of said bonds for principal, and the annual tax for interest on the same, as apportioned and levied as hereinafter provided; said book shall be kept by the city treasurer.

"Section 5. After the issue by the city of the bonds authorized to be issued by virtue of this act, and they shall have been accepted in exchange and discharge of the old bonds for their better security and more prompt payment, the city council shall equally apportion and levy the full amount of said bonds upon the real estate of the city, as assessed and subdived on the assessment as provided in section 4 of this act; and as soon as such apportionment and levy is completed and signed by the mayor of the city and attested by the clerk, they, the said bonds, shall be a lien upon all the real estate of the city, as apportioned and levied upon the several subdivisions of the same,

and shall so remain a lien until said bonds are paid in full and discharged, as hereinafter provided.

"Section 6. After the issue of said bonds, the city council shall annually levy and collect a tax sufficient to provide for the payment on, [of] the interest of said bonds, (the principal of which remaining unpaid,) and also for a sinking fund, as hereinafter provided,
46 which tax shall be levied and collected at the same time, and in the same manner as provided by law for the collection of other taxes in said city, but always upon the same assessment as provided in section 4 of this act. All taxes levied and collected by virtue of this act, for the payment of interest or any part of the principal, shall be upon a seperate [separate] tax roll, and all moneys collected shall be kept distinct and seperate [separate] from other moneys of the city; shall be seperately [separately] returned to the county treasurer in case such taxes thereon are not paid, and upon the sale of the lands for the non-payment of such taxes, seperate [separate] certificates and deeds shall be given, and all taxes levied for interest as aforesaid, or for a sinking fund, shall be a prior lien on all the real estates to all other city taxes levied of the same year.

"Section 7. In the year A. D. 1870, and annually thereafter, the city council of said city shall, in addition to the tax levied for the payment of interest on said bonds, levy and collect by tax upon the real estate, upon the same assessments provided for in section 4 of this act, a sum sufficient to pay off the entire principal, and discharge in full said bonds by the time they shall become due, which shall be denominated the sinking fund tax. All moneys paid into the city treasury for the discharge of any piece or pieces of property
47 from the apportionment of said bonds for principal, shall be credited to the sinking fund. From time to time, when an amount shall accrue in the treasury belonging to the sinking fund, sufficient to purchase one or more of the bonds issued under this act, it shall be applied to the purchase of said lands [bonds] until they are all redeemed.

"Section 8. All coupons for interest on said bonds shall be taken in payment of the taxes levied to pay the same, and the bonds shall at all times be taken in payment for any part of the principal.

"Section 9. The owners or owner of any particular lot or lots, block or blocks, piece or pieces of property in said city may at any time pay over to the treasurer of the city the amount of the principal due on said bonds levied and [and] apportioned upon the same, in cash or bonds, and any unpaid tax for interest due at the time; and whenever any amount shall be paid as aforesaid, being in full of the apportionment of said bonds levied upon any particular piece of property, the owner or owners thereof shall receive a certificate of discharge, signed by the mayor and treasurer of the city, and attested by the clerk, which certificate may be recorded in the office of the register of deeds for Kenosha county, and shall forever
48 discharge the property therein described from all further liability to pay any part of said bonds, either for principal or interest, and [be] a full discharge from all liens heretofore created in con-

sequence of the same; and no taxes shall therefore, [thereafter,] be imposed upon such property thus discharged by the city of Kenosha or city council, or by any other authority, for the purpose of paying any part of said bonds for principal or interest that may remain unpaid.

Section 10. Upon the sale of any property for delinquent taxes for the interest or sinking fund or principal of said bonds, the city shall purchase the same and shall hold the certificates of sale for the benefit of and in trust for the holder of said bonds; and if the said property shall not be redeemed from such sales as required by law, the city may take tax deeds of such property, either in its own name or in the name of some person as trustees [trustee] for the holders of said bonds; and the property thus acquired shall be held in trust for the holders of said bonds, and may at any time be sold, leased or otherwise disposed of, under the direction of the common council, in such manner as shall be in their opinion most to the advantage of the city and the bondholders, and the proceeds thereof applied in liquidation of the said bonded debt. Such property may be sold
49 either subject to future taxes on account of said city indebtedness or free therefrom. In the former case it shall not be sold for less than the amount then due on said property for delinquent taxes, interests and costs; in the latter case it shall not be sold for less than the amount of such delinquent taxes, interest and costs, together with the proportion of the bonded debt which may be assessed against such property, and payment for such property may be made in coupons or bonds, as the case may be. The holders of unpaid and past due coupons may at any time exchange said coupons for any certificates for the sale of lands for delinquent taxes, which may be in the possession of said city in trust as aforesaid of an equal amount, provided that no such exchange or sale shall be made unless the purchaser shall take all such certificates in the possession of said city upon any particular parcel of land.

Section 11. At the time and place where the four commissioners for making a new assessment are chosen, as before provided, a commissioner or commissioners not to exceed three discreet men, as may be directed by the city council, being a freeholder or freeholders of said city, shall in like manner be chosen to conduct the regulations for a compromise of the old indebtedness, to meet and confer with the bondholders of the city to receive and make propositions of settlement, &c., who shall report his or their doings to the city council.

50 "Section 12. At once after the passage and publication of this act, the common council shall pass an ordinance authorizing the mayor and clerk of the city to execute and deliver the bonds as authorized by this act, in satisfaction of the outstanding and unpaid indebtedness of said city. The rate per cent. of new bonds to be given for former indebtedness on this amount of new bonds to be issued as aforesaid, the time of payment, rate of interest, &c., shall be distinctly stated and set forth, which ordinance shall be submitted to a vote of the freeholders of the city, after having first been pub-

lished at least two weeks in the city papers. After the publication of the ordinance as aforesaid, the city council shall call an election of the freeholders of the city who are qualified voters by the laws of the State, and fix the time and manner of holding the same, at which a vote will be taken for or against said ordinance. The vote shall be by ballot, on which shall be written or printed, 'for the ordinance' or 'against the ordinance.' At such election none but freeholders of said city, who are qualified electors by the laws of this State [shall] be qualified to vote. If a majority of all the votes cast at any such election shall be in favor of such ordinance, then shall the mayor and city clerk execute and deliver the bonds as aforesaid authorized by this act; if against said ordinance the city council may
51 upon a different basis as to amount, rate of interest or time of payment, to be in like manner set forth by ordinance, a second or third a time be submit the question to a vote of the freeholders as herein provided; provided, however, that no bonds shall be issued by the city of Kenosha as authorized by this act, until a majority of all the votes cast at an election, as herein provided shall be in favor of the same.

"Section 13. This act shall take effect and be in force from and after its passage.

"Approved March 27, 1862."

Chapter 114 of the general laws of the State of Wisconsin for the year 1863, approved March 26, 1863, is entitled "An act to authorize the city of Kenosha to compromise its bonded indebtedness and to repeal chapter 152 of the private and local [general] laws of 1862, entitled 'An act to enable the city of Kenosha to readjust and arrange its indebtedness,'" and is as follows, to wit:

"The people of the State of Wisconsin, represented in senate and assembly, do enact as follows:

"Section 1. The city of Kenosha is hereby authorized to issue new bonds in exchange for the bonds and scrip heretofore issued by said city on harbor and railroad account, now outstanding and unredeemed, or for the judgements [judgments] heretofore rendered thereon, for the purpose of compromising the indebtedness of
52 said city on such terms as may be agreed upon between the city and its creditors.

"Section 2. The bonds authorized to be issued by virtue of this act shall bear date at the time when issued, shall be in such forms, contain such stipulations and conditions, for such sums, at such rate of interest, not exceeding seven per cent., and for such amounts, not exceeding twenty per cent. of the indebtedness of said city on the first day of January, 1863, as may be agreed upon between the city and its creditors. The interest on said bonds shall be payable annually, on the first day of June in each year, at the office of the treasurer of the city of Kenosha, and the principal shall be payable twenty-five years from the first day of June, 1863, but by the terms of said bonds the same shall be redeemable at pleasure of said city, at any time after five years from the date of the same.

"Section 3. After the issue of said bonds the city council shall annually levy and collect a tax sufficient to provide for the payment of the interest on said bonds, which tax shall be levied and collected upon all real and personal property within said city subject to taxation, at the same time and in the same manner as provided by law for the collection of other taxes in said city. All coupons for interest on said bonds shall be receivable in payment of all city taxes, except taxes levied for school purposes.

53 "Section 4. Royal B. Towsley, Harvey Durkee, Andrew Schoffen and George Bennett, of said city, are hereby appointed commissioners to conduct the negotiations for a compromise of the old indebtedness, to meet and confer with the creditors of the city and to receive and make propositions for the settlement of said indebtedness. Said commissioners may act separately or in concert, and all action by them taken shall be reported by them to the city council.

Section 5. After the commissioners appointed as aforesaid shall have reported to the city council any propositions by them received for the settlement of the city indebtedness which shall be satisfactory to said city council, said city council shall pass an ordinance authorizing the mayor and clerk of said city to execute and deliver the bonds authorized by this act in satisfaction of the outstanding indebtedness of said city. The rate per cent. of new bonds to be given for former indebtedness, the time of payment, rate of interest, &c., shall be fully set forth in said ordinance, which ordinance shall thereupon be published for two weeks in some newspaper published in said city. After such publication, said ordinance shall be submitted to a vote of the qualified electors of said city at a time to be appointed by said common council. The vote shall be by

54 ballot, on which shall be printed the words 'for the ordinance' and [or] 'against the ordinance.' If a majority of the votes cast shall be in favor of such ordinance, then shall the mayor and city clerk issue and deliver the bonds as aforesaid; if against such ordinance, the city council may, upon a different basis as to amount, rate of interest and time of payment, to be in like manner set forth by ordinance from time to time, submit the question to a vote of the electors of said city, as hereinbefore provided. No bonds shall be issued by virtue of this act until a majority of all the votes cast at an election, as herein provided, shall be in favor of the same.

"Section 6. In case any of the commissioners hereinbefore named shall decline to act, his place may be filled by appointment by the city council.

"Section 7. In the year 1868, and annually thereafter, the city council of said city shall, in addition to the tax levied for the payment of interest on said new bonds, levy and collect an additional tax for the purpose of creating a sinking fund for the redemption of said bonds; said tax shall be, for each of the five years commencing with 1868, two and one-half per cent. of the entire indebtedness of said city as evidenced by said bonds; for each of the 5 years

55 commencing with 1873, five per cent. of the gross indebtedness as aforesaid; and for each of the five years commencing with 1878, seven and one-half per cent. of said gross indebtedness; and for each of the five years commencing with 1883, ten per cent. of such gross indebtedness. From time to time, when an amount shall accrue in the treasury belonging to the sinking fund sufficient to purchase one or more of the bonds issued under this act, it shall be so applied.

"Section 8. Chapter one hundred and fifty-two of the private and local [general] laws of 1862, entitled 'An act to enable the city of Kenosha to readjust and arrange its indebtedness,' is hereby repealed.

"Section 9. This act shall take effect and be in force from and after its passage and publication.

"Approved March 26, 1863."

The said defendants' counsel then admitted, at the request of plantiff's counsel that the name of the "Kenosha and Rockford Railroad Company" was changed to the "Kenosha, Rockford and Rock Island Railroad Company."

The plaintiff's counsel then offered in evidence bond numbered 127, purporting to have been issued by the defendant, to which the defendants' counsel objected. The court overruled the ob-
56 jection, and the defendants' counsel then and there excepted to said ruling and decision, and said bond was read in evidence, as follows, to wit:

57 STATE OF WISCONSIN, UNITED STATES OF AMERICA.

$500. *Bond of the city of Kenosha, No.* 127. Loan $100,000.

Issued according to law to the Kenosha and Rockford Railroad Company, to aid in the construction of their railroad.

The city of Kenosha, Wisconsin, hereby acknowledges itself justly indebted to Josiah Bond, or bearer, and, for value received, promises to pay to him, or bearer, twenty years from the date hereof, at the People's Bank, in the city of New York, the sum of five hundred dollars, with interest at the rate of ten per cent. per annum, payable semi-annually, upon presentation of the proper coupons, at the said People's Bank, for the said interest. For the just and true payment of the said sum of five hundred dollars, and the interest thereon, as herein set forth, to the said Josiah Bond, or bearer, the faith of the said city of Kenosha is hereby irrevocably pledged.

This bond is hereby certified to be issued in pursuance of an act of the legislature of the State of Wisconsin, passed at a session thereof in the year 1857, approved March 2, 1857, giving the city of Kenosha authority to loan its credit for the purposes therein specified, and also in pursuance of a vote of the freeholders of the city of Kenosha, taken for that purpose, after due notice given, authorizing a loan of $100,000 in aid of the Kenosha and Rockford Railroad Company.

In witness whereof I, the mayor of Kenosha, have hereto sub-

scribed my name, and affixed the seal of the said city of Kenosha, at the city of Kenosha, Wisconsin, this first day of September, A. D. 1857.

[SEAL.]

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1877 at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1876, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1874, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1873, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1871, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1870, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest

due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1868, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1867, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1865, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1864, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1877, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1875, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1874, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1872, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1871, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1869, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1868, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1866, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, nnmbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1865, at the People's Bank, in the

city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1863, at the People's Bank, in the city of New York, on presentation ef this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1876, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1875, at the People's Bank, in the city of New York, on the presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1873, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1872, at the People's Bank, in the city of New York, on the presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1870, at the People's Bank, in the city of New York, on presentation of this coupon, being the

interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1869, at the People's Bank, in the city of New York, on the presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1867, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1866, at the People's Bank, in the city of New York, on the presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1864, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1863, at the People's Bank, in the city of New York, on the presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

58 $25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1862, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1861, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1859, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1862, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1860, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1859, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of September, 1861, at the People's Bank, in the city of New York, on presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1860, at the People's Bank, in the

city of New York, on the presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

GEO. H. PAUL, *Mayor.*
H. T. WEST, *Clerk.*

59 The counsel for the plaintiff then offered in evidence the one hundred and seventy-two coupons described in said declaration and notice, to the reading of which in evidence the defendant's counsel objected. The court overruled the objection and the defendant's counsel then and there excepted to said ruling and decision.

The counsel for the plaintiff then read in evidence the said one hundred and seventy-two coupons, which (excepting the times payable) were as follows, to wit:

"$25. The city of Kenosha, Wis., will pay to the bearer twenty-five dollars, on the first day of March, 1863, at the People's Bank, in the city of New York, on the presentation of this coupon, being the interest due that day on the bond of said city, numbered , dated this 1st day of September, 1857.

"GEO. H. PAUL, *Mayor.*
"H. T. WEST, *Clerk.*"

That of the said coupons, so as aforesaid produced and read in evidence only four were attached to said bond number 127, and the remainder were not coupons of that bond, but were coupons from different bonds, purporting on their face to be coupons of the same issue of bonds.

60 The defendant's counsel, at the request of the plaintiff's counsel, admitted that the Kenosha and Rockford Railroad Company, in Wisconsin, was consolidated with a company of the same name in Illinois.

Here the plaintiff rested.

The foregoing is all the testimony given on said trial.

The defendant's counsel then requested the court to instruct said jury, as follows:

First. That the bonds declared on, as well as the coupons which had been attached thereto, claimed to be due, should have been produced in evidence in order to sustain the declaration under the issue, and that there could be no recovery except for the amount of the coupons which belonged to said bond number 127.

Second. That there was no authority in the city of Kenosha to issue said bonds.

But the said judge did then and there refuse so to instruct said jury as requested, but on the contrary instructed them to return a verdict in favor of the plaintiff for the amount of all of said coupons.

To which ruling and instruction so given, and said refusal to charge as requested, the counsel for the defendant did then and there except. The jury thereupon returned a verdict for the plaintiff and assessed his damages at the sum of $4,300.

61 And the said counsel for the said defendant at the same January term of said court, to wit, on the 9th day of January, 1868, filed a motion to set aside said verdict and for a new trial, in the words and figures following, to wit:

"And now comes the said city of Kenosha by John W. & A. L. Cary, its attorneys, and moves the court now here to set aside the verdict and for a new trial in this cause, and for reasons assigns the following:

"1st. Because there was no proof to support the declaration.

"2nd. Because there was no authority in the city of Kenosha to issue such bonds.

"3rd. Because said verdict is contrary to the law and evidence.

"JOHN W. & A. L. CARY,
Def'ts Att'ys."

Which said motion was afterwards and at the April term, A. D. 1868, of said court overruled, to which ruling and decision the defendant's counsel then and there excepted.

And because none of the said rulings, decisions and exceptions appear of record, the said judge has, at the request of the said defendant's counsel, signed and sealed this bill of exceptions, this 18th day of May, A. D. 1868.

[SEAL.] A. G. MILLER.

62 And same day, (May 18, 1868,) plaintiff's or second bill of exceptions, signed and filed as follows, to wit:

Circuit Court of the United States for the district of Wisconsin.

Second bill of exceptions.

JOSHUA F. LAMSON
vs.
THE CITY OF KENOSHA. } Action of debt.

And after the testimony was introduced in this cause, on the tria thereof as recited in the 1st bill of exceptions, sealed and signed in this cause, the plaintiff proved that the amount of interest dne on said coupons computed on each coupon from its maturity to the time of said trial, exceeded the sum of two thousand dollars; and thereupon the plaintiff requested the judge of said court to charge and instruct the jury: That the said plaintiff was entitled to recover as damages the amount of said interest; but the judge of said court refused then and there to instruct said jury, to which refusal the plaintiff then and there duly excepted; and thereupon the said judge instructed said jury that the plaintiff was not entitled to recover interest on said coupons, to which instruction said plaintiff then and there duly excepted; and because none of these matters appear of record in this cause, the judge of said court has signed and sealed
63 this 2d bill of exceptions this 18th day of May, A. D. 1868.

[SEAL.] A. G. MILLER,
District Judge.

NOVEMBER 21, 1868.

This day came the defendant's counsel, and filed the bond of George D. Head and Ralph E. Sutherland, in the penalty of five hundred dollars, conditioned that defendant shall prosecute a writ of error to effect, &c., which bond is as follows:

Circuit Court of the United States for the 7th circuit and district of Wisconsin.

Bonds for cost on writ of error.

JOSHUA F. LAMSON
vs.
THE CITY OF KENOSHA. } In error.

Know all men by these presents, that we, George D. Head and Ralph E. Sutherland, of the city of Kenosha, in the State of Wisconsin, are held and firmly bound unto the above-named Joshua F. Lamson in the sum of five hundred dollars, to be paid to the said Joshua F. Lamson, his executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, and each of us, jointly and severally, and our and each of our heirs, executors and administrators, firmly by these presents.

Sealed with our seals and dated the 18th day of August, A. D. 1868.

Whereas the above named, the city of Kenosha, hath pros-
64 ecuted a writ of error to the Supreme Court of the United States to reverse the judgment rendered in the above-entitled suit by the Circuit Court of the United States for the district of Wisconsin:

Now, therefore, the condition of this obligation is such, that if the above-named, the city of Kenosha, shall prosecute its said writ of error to effect, and answer all costs if it shall fail to make good its plea, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

[SEAL.] GEO. D. HEAD.
[SEAL.] RALPH E. SUTHERLAND.

Sealed and delivered in presence of—
D. HEAD.

Endorsed as follows: Nov. 21, 1868. Approved: A. G. Miller, district judge.

Whereupon a writ of error and citation issued, and copy of writ of error lodged for defendant in error.

NOVEMBER 24, 1868.

Stipulation of the parties filed, as follows:

65 Circuit Court of the United States, district of Wisconsin.

Stipulation that clerk may strike from declaration counts discont'd.

JOSHUA F. LAMSON
vs.
THE CITY OF KENOSHA. } Debt.

Whereas the plaintiff in this suit, on the 22d day of October, 1867, discontinued said suit as to all counts in his declaration, founded upon interest which matured in the years 1862, 1863, 1864, 1865, 1866 and 1867; and whereas the counts as to which said suit was discontinued have never been stricken out of said declaration, but still uselessly encumber the record herein:

Now, therefore, it is hereby stipulated and agreed by the parties to this suit, that the clerk of this court may strike out of said declaration all of counts as to which said suit was discontinued as aforesaid.

Dated November 24, 1868.

MATT. H. CARPENTER,
Pl'ff's Att'y.
J. W. & A. L. CARY,
Def'ts' Att'ys.

66 UNITED STATES OF AMERICA,
District of Wisconsin, ss:

I, Edward Kurtz, clerk of the Circuit Court of the United States of America for the district of Wisconsin, do hereby certify that I have compared the writings annexed to this certificate, and they are true copies of their respective originals, and are correct transcripts therefrom, now on file and remaining of record in my office, being a full and complete exemplification of the record and proceedings in the suit of Joshua F. Lamson v. The city of Kenosha, No. 210, law docket B, except proceedings subsequent to judgment relative to obtaining mandamus.

In testimony whereof I have hereunto set my hand and duly affixed the seal of the said court at the city of Milwaukee, in said district of Wisconsin, this seventh day of December, in the year of our Lord one thousand eight hundred and sixty-eight, and of the independence of the said United States the ninety-third.

[SEAL.] EDWARD KURTZ, *Clerk.*

67 UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the honorable the judges of the Circuit Court of the United States of America for the district of Wisconsin, greeting:

Because in the record and proceedings, as also in the rendition of a judgment of a plea which is in the said Circuit Court of the United States of America for the district of Wisconsin, before

you, between Joshua F. Lamson, plaintiff, and The City of Kenosha, defendant, a manifest error hath happened, to the great damage of the said the city of Kenosha, as by the complaint appears, and it being fit that the error, if any there hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, you are hereby commanded, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December next, in the Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein, to correct that error, that of right and according to laws and custom of the United States should be done.

Witness the Honorable Salmon P. Chase, chief justice of the said Supreme Court of the United States, this twenty-first day of November, in the year of our Lord one thousand eight hundred and sixty-eight, and of the independence of the United States the ninety-third.

[SEAL.] EDWARD KURTZ, *Clerk.*

Endorsed: Filed November 21, 1868.

68 The United States of America to Joshua F. Lamson, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the Circuit Court of the United States of America for the district of Wisconsin, wherein the city of Kenosha is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected and speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Salmon P. Chase, Chief Justice of the said Supreme Court of the United States, this twenty-first day of November, in the year of our Lord one thousand eight hundred and sixty-eight, and of our independence the 93d.

[SEAL.] A. G. MILLER, *District Judge.*

I accept service of above citation this 24th day of November, 1868.

M. H. CARPENTER,
Att'y for Def'ts.